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RECORDED AT THE REQUEST OF
AND MAIL TO:

RICHARD KIZER
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION, DISTRICT 9
OFFICE OF LOCAL ASSISTANCE
500 SOUTH MAIN STREET
BISHOP, CA 93514

RECORDED IN MONO
COUNTY CALIFORNIA

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Conformed Copy

ENVIRONMENTAL ENHANCEMENT AND MITIGATION (EEM) PROGRAM
AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

CONFORMED COPY
107416

Recording requested by and
when recorded mail to:

Richard Kizer
State of California
Department of Transportation, District 9
Office of Local Assistance
500 South Main Street
Bishop, CA 93514

CAL. TRANS. DIST. 9

98 NOV 20 11:05

(Space above for Recorder's use.)

Environmental Enhancement and Mitigation (EEM) Program Agreement Declaring Restrictive Covenants (ADRC)

Project Number: 97-83

This Agreement Declaring Restrictive Covenants is entered into as of this 30th day of June, 1998, by and between the County of Mono, hereinafter referred to as "APPLICANT," and the State of California, acting by and through the California Department of Transportation (Caltrans), hereinafter referred to as "STATE."

WHEREAS, APPLICANT will be the owner of the real property to be acquired which is described in Exhibit ADRC-A, attached hereto and incorporated herein by this reference, attached hereto and incorporated herein by reference;

WHEREAS, APPLICANT acquires the real property described in Exhibit ADRC-A, hereinafter referred to as "REAL PROPERTY," for the public purpose of undertaking REAL PROPERTY as an Environmental Enhancement and Mitigation (EEM) project which is directly or indirectly related to the environmental impact of modifying existing transportation facilities or directly or indirectly related to the environmental impact of design, construction, or expansion of new transportation facilities described in Exhibit ADRC-B, hereinafter collectively referred to as "TRANSPORTATION FACILITIES;"

WHEREAS, STATE has allocated funds to APPLICANT for REAL PROPERTY as provided in section 164.56 of the Streets and Highways Code; and

WHEREAS, both APPLICANT and STATE desire and intend to restrict the REAL PROPERTY uses to environmental enhancement and mitigation purposes so that all of REAL PROPERTY and TRANSPORTATION FACILITIES shall be benefited and each successive owner of all or part of said REAL PROPERTY and TRANSPORTATION FACILITIES shall be benefited by the preservation of REAL PROPERTY for environmental enhancement and mitigation purposes.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, each to the other as covenantors and covenantees, and expressly for the substantial benefits to be derived therefrom, and to bind, their successors in interest, the said parties agree as follows:

Management and Maintenance of Property

1. APPLICANT will manage and maintain in the future the REAL PROPERTY acquired, developed, rehabilitated, or restored with funds allocated to APPLICANT pursuant to Applicant-State Agreement No. 09-97-32, Environmental Enhancement and Mitigation Program. With STATE's prior approval, APPLICANT, or its successors in interest, may modify or transfer these management and maintenance responsibilities in the REAL PROPERTY. If the REAL PROPERTY is not managed and

maintained consistent with the application, the State Highway Account, at the sole discretion of STATE and 45 days notice to APPLICANT by STATE, shall be reimbursed an amount at least equal to the amount of the STATE's funding participation in REAL PROPERTY or STATE's pro rata participation in REAL PROPERTY based on its then fair market value, whichever is higher.

2. All REAL PROPERTY acquired with STATE Environmental Enhancement and Mitigation Program funds shall be subject to this Agreement. If REAL PROPERTY is sold, traded, or otherwise put to any use other than as approved in the application for the allocation for STATE funds, the State Highway Account, at the sole discretion of STATE and 45 days notice to APPLICANT by STATE, shall be reimbursed an amount at least equal to the amount of STATE's funding participation in REAL PROPERTY or the pro rata fair market value of REAL PROPERTY, including improvements, at the time of sale, whichever is higher. The pro rata fair market value shall be based on the fund transfer amount applied toward the purchase of the property and the design and construction of improvements in proportion to the total purchase price of the property and the cost of all improvements made prior to the time of sale.

Term

3. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until revoked or amended pursuant to the Amendment and Revocation provisions of this AGREEMENT.

Assignment

4. Without the written consent of STATE, this AGREEMENT is not assignable in whole or in part by APPLICANT.

Amendment and Revocation

5. This AGREEMENT and any amendments to it may be amended in any respect by the execution by STATE and APPLICANT of any instrument amending or revoking this AGREEMENT. The amending or revoking instrument shall make appropriate reference to this AGREEMENT and its amendments and shall be acknowledged and recorded in the office of the County Recorder of the counties in which the property is located.

Enforcement

6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Indemnification

7. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by APPLICANT under or in connection with any work, authority or jurisdiction delegated to APPLICANT under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, APPLICANT shall fully defend, indemnify and save harmless the State of California, all officers, and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Gov. Code #8108) occurring by reason of anything done or omitted to be done by APPLICANT under or in connection with any work, authority or jurisdiction delegated to APPLICANT under the AGREEMENT. STATE reserves the right to represent itself in any litigation in which STATE's interests are at stake.

Purpose of Agreement

8. This AGREEMENT is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the Applicant-State Agreement No. 09-97-32, Environmental Enhancement and Mitigation Program, or the application for funds as prepared by APPLICANT.

Severability

9. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Miscellaneous

10. A Declaration of Restrictions dated June 9, 1982, was recorded in Mono County, and will exist along with this AGREEMENT.

IN WITNESS WHEREOF, the parties hereby execute this AGREEMENT by their duly authorized officers as of the date set forth above and agree to be bound hereby:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: Nancy D. Eccles
(District Right of Way, Local Assistance
Coordinator)

APPROVED AS TO FORM:

Thomas A. [Signature]
Mono County Counsel Office
Dated: 9-7-98

APPLICANT

By: Paul B. [Signature]
(Applicant Representative Name)

MONO COUNTY
(Agency)
CHAIR, BOARD OF SUPERVISORS
(Title)
BRIDGEPORT, CA 93517
(City, State, Zip)
(760) 932-5215
(Phone no.)

(Space below for Notary Public jurats or acknowledgments)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of Tracy

On November 16, 1998 before me, Christy Galvin, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Nancy D. Escallier,
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Christy Galvin
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Mono
On September 16, 1998 before me, Craig A. Hansen
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared PAUL ROWAN
Name(s) of Signer(s)

- ☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Craig A. Hansen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT ADRC-A
REAL PROPERTY DESCRIPTION

(For EEM projects involving acquisition of real property, or rights thereto, insert the legal description of the property to be purchased as presented to the CTC prior the project allocation vote)

See attached Title Supplement from Inyo-Mono Title Company.

EXHIBIT ADRC-B

DESCRIPTION OF RELATED TRANSPORTATION FACILITIES

(For EEM projects involving acquisition of real property, or rights thereto, insert the description of the related transportation facility consistent with the project application)

District: 9

Location: Conway Summit / Lee Vining

Route Number: Highway 395

Description of Project: Construction of additional lanes on two sections
of Highway 395

Name of Transportation Agency: California Department of Transportation

Date of Construction: Construction completed in 1993

Name of Capital Outlay Program for Project: HB-41 and HB-4

EXHIBIT ADRC-A

TITLE SUPPLEMENT

*SERVING INYO AND MONO COUNTIES
SINCE 1913*

INYO-MONO TITLE COMPANY
230 WEST LINE STREET
BISHOP, CA 93514
PHONE (760) 872-4741 FAX (760) 873-8938



TRUST FOR PUBLIC LANDS
ATTN: ROBERT MICHELI
116 NEW MONTGOMERY THIRD FLOOR
SAN FRANCISCO, CA 94105

DATE ISSUED: AUGUST 24, 1998

YOUR REFERENCE: CONWAY RANCH
OUR FILE NO.: 107416

THE ABOVE NUMBERED REPORT, INCLUDING ANY SUPPLEMENTS OR AMENDMENTS THERETO IS HEREBY MODIFIED AND/OR SUPPLEMENTED IN ORDER TO REFLECT THE FOLLOWING ITEMS RELATING TO THE ISSUANCE OF A CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE FORM POLICY OF TITLE INSURANCE AS FOLLOWS:

OUR REPORT NO. 107416 DATED JULY 1, 1998 HAS BEEN AMENDED WITH THE LEGAL DESCRIPTION NOW READING AS FOLLOWS; NEW ITEM NO. 20 HAS BEEN ADDED, WHICH READS AS FOLLOWS; AND ITEM NO. 16 HAS BEEN DELETED IN ITS ENTIRETY.

PARCEL 1:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 25 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE.

PARCEL 2:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE DISTRICT LAND OFFICE ON DECEMBER 17, 1857.

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PARCEL 4:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLACE THEREOF.

EXCEPT THAT PORTION LYING WITHIN TRACT NO. 34-13 AS PER MAP RECORDED IN BOOK 9 PAGES 53 TO 53H OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO, EXCEPT THAT PORTION CONVEYED TO JOHN R. FREDERICKSON, ET UX BY DEED RECORDED MARCH 28, 1994 IN BOOK 676 PAGE 476 OF OFFICIAL RECORDS.

PARCEL 5:

LOTS A, B, 5 THROUGH 14, INCLUSIVE, 17 THROUGH 21 INCLUSIVE AND LOTS 24 THROUGH 108, INCLUSIVE, IN TRACT NO. 34-13, IN BOOK 9, PAGES 53 TO 53H, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

20. AN UNRECORDED LEASE, AFFECTING THE PREMISES HEREIN STATED, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN, FOR THE TERM AND UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED

DATED	:	JUNE 10, 1998
LESSOR	:	THE TRUST FOR PUBLIC LAND, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION
LESSEE	:	TIMOTHY ALPERS
DISCLOSED BY	:	OFF RECORD INFORMATION BY THE TRUST FOR PUBLIC LAND
AFFECTS	:	THIS AND OTHER PROPERTY



RICHARD HARRIES, TITLE OFFICER